

**BELMONT REDWOOD SHORES SCHOOL DISTRICT  
BELMONT, CALIFORNIA**

**ADDENDUM # 1**

**TO**

**CONTRACT DOCUMENTS  
(PLANS AND PROJECT MANUAL & SPECIFICATIONS)**

**FOR**

**Ralston Avenue and Tahoe Drive Roadway Improvements Project**

Date: February 21, 2018

To: Plan Holders - Prospective Bidders of the Subject Project

From: Craig Goldman, Chief Business Official  
Jorge Bermudez, Project Manager, Swinerton Management & Consulting



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Attached is Addendum # 1 for the subject project. This addendum forms a part of the Contract Documents and modifies the Bid Documents as noted herein. Acknowledgement of receipt of this addendum in the space provided in the Proposal is required. Failure to acknowledge an addendum may subject the bidder to disqualification.

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At 1:00 PM on February 28, 2018, all bidders will submit their bids as set forth in bid documents and as amended by the following:

**ADDENDUM # 1**

**REFER TO PROJECT MANUAL – Specifications for Construction:**

1. **Section 00 21 13 INSTRUCTION TO BIDDERS**

Revise – “8. Bonding” as follows:

**8. Bonding and Permits**

Revise as follows:

- a. Within five (5) calendar days after notification of BRSSD’s intent to award the Contract, the successful bidder must furnish a performance bond and labor and materials payment bond in amounts equal to 100% of the contract price. Said bonds shall be secured from a surety company satisfactory to BRSSD and to the City of Belmont.
- b. The City has approved plans and specifications, and the District will obtain the City encroachment permit and pay for the Encroachment Permit Fee. **The City of Belmont shall be named on the Full Performance Bond and on the Liability Insurance Certificate.**
- c. Contractor is responsible for payment of City Tree removal permit - \$75.
- d. Contractor is required to obtain a City Business license and the fee is \$320.

2. **Section 00 52 13 OWNER/CONTRACTOR AGREEMENT**

Replace – Performance Bond with attached Performance Bond (revised)

**RESPONSES TO POTENTIAL BIDDER QUESTIONS:**

*The following questions were asked by potential bidders:*

1. Have all the permits been completed/obtained?

***Response:***

- a. ***City Encroachment Permit – City of Belmont has approved plans and specifications. The District will obtain the City encroachment permit and pay an Encroachment Permit Fee.***
- b. ***Tree removal permit - Contractor is responsible for payment of City of Belmont Tree removal permit - \$75.***
- c. ***City of Belmont Business License - Contractor is required to obtain a City of Belmont Business license and the fee is \$320.***

**END OF ADDENDUM #1**

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This addendum shall be signed by each bidder and kept for their files. Acknowledgement of receipt of this addendum in the space provided in the Proposal is required. Failure to acknowledge an addendum may subject the bidder to disqualification.

I, \_\_\_\_\_

representing \_\_\_\_\_

have carefully read this addendum, understand it, acknowledge receipt of this addendum and will comply its terms.

## ADDENDUM #1

### PERFORMANCE BOND

Belmont Redwood Shores School District  
("District") and \_\_\_\_\_  
("Contractor") have entered into a contract for the  
furnishing of all materials and labor, services and  
transportation which are necessary, convenient, and  
proper to construct:

**Belmont Redwood Shores School District**  
(insert school)  
(insert full address)  
(insert project name)

**City of Belmont**  
(insert full address)  
(insert project name)

WHEREAS, the Agreement between the District and  
the Contractor dated \_\_\_\_\_, 20\_\_, and  
all of the documents attached to or forming a part of  
the Contract Documents, are hereby referred to and  
made a part hereof; and

WHEREAS, the Contractor is required by the  
Agreement, before entering upon the performance of  
the work, to file a good and sufficient bond with the  
District to ensure Contractor's good and faithful  
performance thereunder.

NOW, THEREFORE, the Contractor and  
\_\_\_\_\_ ("Surety"), as Corporate Surety,  
hereby bind themselves, their heirs, executors,  
administrators, successors, or assigns, jointly and  
severally, unto the District in the sum of  
\_\_\_\_\_ Dollars

(\$ \_\_\_\_\_), to be paid to the District upon  
the occurrence of the condition set forth below.

THE CONDITION OF THIS OBLIGATION IS that  
if the Contractor shall fail to well and truly perform  
and fulfill all the undertakings, covenants, terms, and  
conditions of the Agreement during the original term  
of the Agreement and any extensions thereof that  
may be granted by the District, and during the life of  
any guaranty required under the Agreement, or shall  
fail to well and truly perform and fulfill all  
undertakings, covenants, terms, and conditions of all  
duly authorized modifications to the Agreement that  
may hereafter be made, then the Surety shall  
indemnify the District for any damage or loss  
suffered thereby. In case suit is brought upon this  
bond the Surety shall pay all court costs, expenses  
and reasonable attorney's fees.

IT IS HEREBY EXPRESSLY STIPULATED AND  
AGREED that no change, extension of time,  
alteration, or addition to the terms of the contract or  
the work to be performed thereunder or the  
specifications accompanying the same, shall in any

way diminish the Surety's obligation on this bond,  
and the Surety does hereby waive notice of any such  
change, extension, alteration, or addition.

SHOULD THE CONDITION of this bond be fully  
performed, this obligation becomes void; otherwise  
the obligation shall remain in full force and effect.

IN WITNESS WHEREOF, this instrument has been  
duly executed by the Contractor and Surety this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Notary Seal)

Principal: \_\_\_\_\_  
Bus. Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Corp. Surety: \_\_\_\_\_

By: \_\_\_\_\_  
Bus. Address: \_\_\_\_\_  
Bus. Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The rate or premium of this bond is \_\_\_\_\_  
per thousand; the total amount of premium charged,  
\$ \_\_\_\_\_.

(The above must be filled in by Corporate Surety).